

DEFENDANTS' PROPOSED VERDICT FORM

1. Did the Pavlis Estate prove, by a preponderance of the evidence, that Defendant Key Commercial Finance, LLC committed fraud against Frank Pavlis?
(answer yes or no) _____
2. Did the Pavlis Estate prove, by a preponderance of the evidence, that Defendant Key Commercial Finance, LLC had a duty to disclose the transfer of Mr. Pavlis' \$7,000,000 in Allwest Investments, LLC, and fraudulently concealed from Plaintiff Deborah Skeans the transfer of Mr. Pavlis' \$7,000,000 investment in Allwest Investments, LLC to Key Commercial Finance, LLC?
(answer yes or no) _____
3. Did the Pavlis Estate prove, by a preponderance of the evidence, that:
(a) that Key Commercial was not legally formed at the time of its issuance of the Key Commercial Notes?
(answer yes or no) _____
(b) that Key Commercial was not a de facto corporation at the time of issuance of the Key Commercial Notes?
(answer yes or no) _____
(c) that Plaintiff is not estopped from denying the formation of Key Commercial Finance?
(answer yes or no) _____ and
(d) that Key Commercial caused the Key Commercial Notes to be issued by means of fraud?
(answer yes or no) _____
If and only if your answers to each of the above sections 3(a) through 3(d) is "yes," did the Pavlis Estate prove, by a preponderance of the evidence, that the Key Commercial Promissory Notes are void *ab initio*?
(answer yes or no) _____
4. Did the Pavlis Estate prove, by a preponderance of the evidence, that the Defendants were unjustly enriched?

(answer yes or no) _____

5. If your answer to at least one of questions one through four is “yes”, state the amount of damages the Pavlis Estate proved, by a preponderance of the evidence, that it suffered.

(state an amount in dollars) \$ _____

6. If your answer to all of questions one through four is ‘no’, did the Pavlis Estate prove, by a preponderance of the evidence, that

(a) the November 1, 2014 Key Commercial Note is a legally binding contract?

(answer yes or no) _____

(b) If you answered “yes” to question 6(a), did the Pavlis Estate prove, by a preponderance of the evidence, that Key Commercial Finance, LLC breached the November 1, 2014 Note?

(answer yes or no) _____

(c) If you answered “yes” to questions 6(a) and 6(b), did Defendants prove, by a preponderance of the evidence, that Plaintiff prevented or otherwise interfered with Key Commercial Finance, LLC’s duty to perform the terms of the November 1, 2014 Note?

(answer yes or no) _____

7. If your answer to question No. 6(a) is “yes” *and* your answer to 6(b) is “no,” state the amount of damages the Pavlis Estate proved, by a preponderance of the evidence, that it suffered.

(state an amount in dollars) \$ _____

_____, Foreperson

Dated: